

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

THE WAVE STUDIO, LLC,

Plaintiff,

Case No. 13-cv-09239-CS

v.

GENERAL HOTEL MANAGEMENT LTD.
et al.,

Defendants.

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GHM'S RULE 26(a) INITIAL DISCLOSURES

Pursuant to Fed. R. Civ. P. 26(a)(1), by and through undersigned counsel, Defendant General Hotel Management Ltd. ("GHM"), hereby provides its initial disclosures based on the information currently available to it. GHM has not completed the investigations on the issues alleged by the Plaintiff and reserves the right to modify, amend, or supplement these disclosures based upon information that becomes available to GHM during the course of this litigation.

A. The names and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information - that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment:

Based on the information developed to date, the following individuals and entities may have discoverable information that GHM may use to support its claims and defenses:

1. Monica Chng
c/o Kozyak Tropin & Throckmorton
attn: Daniel F. Benavides, Esq.

2525 Ponce de Leon Blvd.
9th Floor
Miami, Florida 33134
305-728-2980 Direct Line

2. Other current and former GHM employees that had communication with Junior Lee (names of such persons unknown at this time).

c/o Kozyak Tropin & Throckmorton
attn: Daniel F. Benavides, Esq.
2525 Ponce de Leon Blvd.
9th Floor
Miami, Florida 33134
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3. The Plaintiff and its affiliates, principals, current and former employees, and independent contractors with information relevant to this case (names of such persons unknown at this time).

4. Plaintiff's principal, Junior Lee (contact information unknown at this time).

GHM believes that the entities and individuals listed above have information regarding, among other things, (i) the relationship between GHM and the Plaintiff's affiliates, (ii) payments made to Plaintiff's affiliates as consideration for the photographs which are the subject of this litigation, (iii) the understanding between the parties regarding GHM's right to use and distribute the photographs which are the subject of this litigation, and (iv) the April 2011 settlement agreement between Plaintiff's affiliate and GHM and related litigation.

In addition, the other defendants in this case may have information relating to the publication of the photographs and other information related to their individual defenses, which are not known at this time.

B. A copy - or a description by category and location - of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

GHM may use the following categories of documents to support its claims and defenses:

1. GHM's documents reflecting the relationship between the Plaintiff's affiliates and GHM and the payments for the photographs which are the subject of this case.
2. Documents relating to the litigation between GHM and Plaintiff's affiliate in Singapore, which resulted in a settlement agreement dated April 2011.
3. Documents obtained in discovery from third parties including the other Defendants in this case and Plaintiff's affiliates, current and former employees, principals, agents, independent contractors and representatives.
4. Documents obtained in discovery from Plaintiff.

C. A computation of each category of damages claimed by the disclosing party – who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered:

GHM has not yet claimed damages in this case. However, GHM reserves the right to file counter-claims against the Plaintiff and cross-claims against third parties, including Plaintiff's principals and affiliates.

D. For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment:

No insurance agreements relating to Plaintiff's claims against GHM are known to exist at this time.

E. Supplemental Disclosures

GHM expressly reserves the right to supplement these initial disclosures, including the identification of individuals, additional documents or materials, and the computation of any category of damages claimed in this litigation, along with documents or other evidentiary materials upon which such computation is based, if such information comes to their attention through further investigation, discovery, or otherwise.

Submitted on July 21, 2014.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via electronic mail to counsel for Defendants on July 21, 2014:

By: /s/ Daniel F. Benavides
Daniel F. Benavides